

SECTION 1100

INVITATION TO BID

CATHEDRAL CITY COVE IMPROVEMENT DISTRICT 2004-02, PHASE 1 FOR SANITARY SEWER, STREETS, DRAINAGE AND WATER LINES

BID NO. B06-106E, CIP NO. 2012

SEALED BIDS will be received by the City of Cathedral City at the Office of the City Clerk located at 68-700 Avenida Lalo Guerrero, Cathedral City, California, 92234, until **2:00 p.m. on May 31, 2006** at which time they will be publicly opened in the City of Cathedral, City Hall Study Session Room and read for performing work as follows:

Scope of work: The proposed improvements are in various areas generally bounded by Bankside Drive to the north, Grandview to the south and flood control channels to the east and west. In general the work to be done consists of furnishing all labor, materials, necessary tools, equipment, supervision, and all utility and transportation services required for construction and installation of asphalt pavement roadway for reconstruction and widening, new sanitary sewer mains and services, new water mains, fire hydrants and services, new storm drain and catch basins, curbs and gutters, signing and striping, unclassified excavation, and other miscellaneous work. Please see attached map shown as Exhibit 1100-1.

This project is to be completed within **280 working days** from the date specified in the Notice to Proceed. Time for commencement and completion of the work is important, and is to be of the essence of the Contract. The successful bidder should plan to order any long lead-time equipment items immediately following Notice of Award.

A pre-bid conference will be held at **10:00 a.m. on May 4, 2006**, in the **City of Cathedral City, City Hall Study Session Room**. Although not mandatory, it is highly recommended that all potential bidders attend this pre-bid conference. This meeting is to inform DBEs of subcontracting and material supply opportunities. Bidder's attendance at this meeting will be considered in determining the bidder's good faith effort to obtain DBE participation.

Complete sets of the bidding documents may be obtained for **\$350.00** from the City Engineering Office, 68-700 Avenida Lalo Guerrero, Cathedral City, California 92234. No refund will be made for sets of bidding documents that are returned. Plans and specifications will be mailed for **\$75.00** per set when paid in advance in the form of a check payable to the City of Cathedral City.

Roadway design sections may be obtained for **\$150.00** or reviewed at the City Engineering Office and are for informational purposes only. No refund will be made for sets of documents that are returned.

Bidding procedures are prescribed in the Project Specifications. Bids shall be executed upon the forms bound and made a part of said Specifications. Bid security in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance. The City reserves the right to reject any or all bids, and to waive any irregularities in the bids.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, its consultants, and their employees, agents, and sub-consultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk and will be made available to any interested party on request.

The project is funded with Local and State funds. As such, the Contractor and Sub-Contractors shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, the **Federal Prevailing Wage General Decision CA20030036 Modification No. 22, dated March 17, 2006** applies. However, the most recent Federal Prevailing Wage Decision in effect for Riverside County within 10 days of the bid opening shall be used.

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class A (General)** License and/or other specialty licenses applicable to this project at the time that the bid is submitted. Failure to possess the specified license(s) shall render the bid as non-responsive. **The Prime Contractor shall perform not less than 30% of the Contract Work.**

The successful bidder will be required to furnish a Labor and Materials bond in the amount equal to **one hundred percent (100%)** of the Contract price, as well as a Faithful Performance Bond, in the amount equal to **one hundred percent (100%)** of the Contract price.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and shall be submitted **only** in sealed envelopes plainly marked on the outside **“SEALED BID FOR CONSTRUCTION OF BID NO. B06-106E, CIP NO. 2012, CATHEDRAL CITY COVE IMPROVEMENT DISTRICT 2004-02, PHASE 1 - DO NOT OPEN WITH REGULAR MAIL”**.

The City reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of forty-five (45) days.

Approved By: /s/ William O. Bayne, P.E.
City Engineer

Date: April 13, 2006

Published By: /s/ Pat Hammers, CMC
City Clerk

Date: April 13, 2006

Contact: Donna Velotta, Engineering Dept.
City of Cathedral City
Phone: (760) 770-0349
FAX: (760) 202-1460
E-mail: dvelotta@cathedralcity.gov

SECTION 1110

INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, profiles and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes the furnishing of all labor, materials, incidentals and equipment necessary for **BID NO. B06-106E, CIP NO. 2012, CATHEDRAL CITY COVE IMPROVEMENT DISTRICT 2004-02, PHASE 1**, and all appurtenant incidental items. The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with those Contract documents contained in the Project Manual, drawings and addenda, if any. The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract documents. The failure or neglect of a bidder to receive or examine any of the Contract documents shall in no way relieve him from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract documents.

3.0 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means, as they may prefer, of the location of the proposed work, and of the actual conditions of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract. In addition the "Geotechnical Investigation Report, Proposed Roadway and Sewer Improvements" prepared by Group Delta Consultants, Inc. dated February 18, 2005 is available for review at the engineering counter at the City. The Contractor shall be familiar with the entire report and the boring logs contained therein.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract documents. Requests for an interpretation shall be made in writing and delivered at least five (5) days before the time announced for opening the bids to:

William O. Bayne, City Engineer
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Phone: (760) 770- 0360
Fax: (760) 202-1460

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the City for the interpretation to become effective.

5.0 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan holders of record in the form of addenda.

6.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

7.0 PREPARATION OF BID FORMS

Bids shall be made on the blank forms in this manual and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in and all prices must be stated in figures. All bids must be submitted in sealed envelopes labeled with the Contractor's Name, Address, and the Bid and Project Title. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by the corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the

bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.0 ERASURES

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons submitting the bid.

10.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the City, as not being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

11.0 MODIFICATION OF BID

Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

12.0 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgement or carelessness in inspecting the site of the work or in reading the Project Documents.

13.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.0 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

15.0 **BID GUARANTY**

The bid form shall be accompanied by a bid guaranty bond provided by a guaranty company authorized to carry on business in the State of California for payment to the City in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten (10) percent of the total amount of the bid price. The bid guarantee bond shall be provided on the form included in Section 1220, **BID GUARANTY BOND**, of this Project Document. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds evidences of insurance; and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid securities of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid securities of all bidders except the three lowest, responsive bids will be returned within 15 calendar days after the bids are opened.

16.0 **QUALIFICATION OF BIDDER**

Each bidder shall complete and submit with their bid Section 1230, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Documents.

17.0 **SUBCONTRACTORS**

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Section 1240, **PROPOSED SUBCONTRACTORS**, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the bidder's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

18.0 **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one bidder.

The City may reject the bids of the known participants in such collusion. Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 1250, **NON-COLLUSION AFFIDAVIT**.

19.0 **SHEETING, SHORING AND BRACING**

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, its consultants, and their employees, agents, and sub-consultants.

20.0 **WAGE RATES**

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done.

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

21.0 **OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS**

As provided by Sections 4551 and 4552 of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

22.0 **ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by City unless such assignment has had prior approval of City and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

23.0 **REJECTION OF BIDS**

The City reserves the right to reject all bids for any reason. The City further reserves the right to reject any bid: which is non-responsive, incomplete, obscure, or irregular; which omits a bid on any one or more of the required bid items; which does not contain satisfactory documentation of the bidder's qualifications as required by Section 1110-16.0, **QUALIFICATION OF BIDDER**; which, in the City's opinion, the unit prices are unbalanced; which is accompanied by insufficient or irregular bid security; or, which is from a bidder who has previously failed, on a contract of any nature, to perform properly or to complete it on time. The City reserves the right to waive irregularities.

The City reserves the right to reject or withhold any Base Bid or on certain base bids and certain bid or sub items.

24.0 **CONTRACT AND BONDS**

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred (100%) of the Contract Price, and the **WORKER'S COMPENSATION INSURANCE CERTIFICATE** in Section 1330. Said bonds shall be secured from a surety company satisfactory to City.

The form of Agreement, as provided in Section 1300, which the successful bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 1310 and 1320, which it will be required to furnish, shall be carefully examined by the bidder.

25.0 AWARD OF CONTRACT

Within sixty (60) days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a notice of award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract documents.

If award is made, it will be based on the lowest responsive, responsible bid whose base bid and City selected alternates yields the lowest total Contract price. Selection of any or all alternates shall be at the sole discretion of the City.

26.0 EXECUTION OF CONTRACT

The Contract Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving written notice of the award of the Contract. Time is of the essence in this regard. After execution by City, one copy shall be returned to Contractor.

27.0 CONSTRUCTION DOCUMENTS

The City will furnish the Contractor five copies of the Specifications and full-size plans after the execution of the Contract. The Contractor may request up to three additional copies at no cost, for a total of eight (8) no cost copies. Additional copies may be obtained for the price listed in Section 1100, **INVITATION TO BID**.

28.0 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The City of Cathedral City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This project has a goal of **10%** disadvantaged business enterprise (DBE) participation.

The City of Cathedral City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement; disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

29.0 BUY AMERICA PROVISION – Not Applicable

The project is **not** subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

30.0 **MANDATORY PRE-CONSTRUCTION CONFERENCE**

The Contractor is advised that a mandatory “Pre-Construction Conference” will be conducted following the execution of the contract documents and prior to the issuance of the “Notice to Proceed”. The contractor and appropriate sub-contractors shall be in attendance.

EXHIBIT 1100-1

